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By Overnight Delivery

Hon. Martin Glenn, USBJ
United States Bankruptcy Court
Southern District of New York
One Bowling Green
New York, New York 10004-1408

Re: In re Residential Capital, LLC et al.
Jointly Administered under Case No. 12-12020 (Bankr. S.D.N.Y.)

Dear Judge Glenn:

This firm is counsel to the ResCap Borrower Claims Trust (the "Borrower Trust").

On June 30, 2015, the Bankruptcy Court entered a *Memorandum Opinion and Order Sustaining in Part and Overruling in Part the ResCap Liquidating Trust and the ResCap Borrower Claims Trust's Objection to Claim Nos. 112, 114, 416, and 417 Filed by Erlinda Abibas Aniel, Fermin Solis Aniel, and Marc Jason Aniel* [Docket No. 8820] (the "Memorandum Opinion"). Through that order, the Court sustained the Borrower Trust's objection to claim nos. 112 and 114 filed by Erlinda Abibas Aniel, Fermin Solis Aniel, and Marc Jason Aniel (the "Aniels") and sustained the Borrower Trust's objection to claim nos. 416 and 417 (the "Remaining Claims") filed by the Aniells as to all but one point, which the Court overruled without prejudice: the Aniells' allegation that the assignment of the Aniells' deed of trust to Debtor GMAC Mortgage, LLC ("GMACM") in 2011 (the "Assignment") was invalid because the person executing the Assignment, Mira Smoot, did not have authority to do so. See Memorandum Opinion, p. 34. The Court held that the evidence provided by the Borrower Trust to establish the validity of the Assignment, a power of attorney from HSBC Bank USA, N.A. ("HSBC") to GMACM, was not sufficient because it was dated after the Assignment. Id.

The Borrower Trust is prepared to provide the court with a copy of a power of attorney dated August 28, 2008 whereby HSBC appointed GMACM as its attorney-in-fact for purposes of executing assignments on HSBC's behalf, which the Borrower Trust believes conclusively demonstrates the validity of the contested Assignment. The Borrower Trust reached out to the Aniells in an attempt to consensually resolve the remaining allegation; however, the

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Hon. Martin Glenn, USBJ
August 11, 2015
Page Two

parties are not able to agree on a settlement. As a result, in order to move toward a final resolution of the Remaining Claims, the Borrower Trust respectfully requests that the Court permit the Borrower Trust to submit a supplemental pleading solely with regard to the remaining contested issue and allow the Aniels to respond, in kind, to this evidence, and then take the matter under advisement. However, if the Court would prefer that the parties pursue a different course of action, then the Borrower Trust requests that the Court schedule a telephonic status conference at its earliest convenience to discuss with the parties the most efficient and expeditious manner to resolve the Remaining Claims.

Respectfully submitted,



Jordan A. Wishnew

cc: Erlinda Abibas Aniel, Fermin Solis Aniel, and Marc Jason Aniel (via overnight mail)
Peter S. Kravitz (via email)